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58 Me. 275. If the bank is not allowed to mix the fund with its general assets, there is a trust. *McLeod v. Evans*, 66 Wis. 401, 28 N. W. 173; *Harrison v. Smith*, 83 Mo. 210. Deposits for a special purpose, such as security, have often been called trusts. *People v. City Bank of Rochester*, 96 N. Y. 32; *Kimmel v. Dickson*, 5 S. D. 221, 58 N. W. 561. Whether they are essentially a question of fact. *Mutual Accident Association v. Jacobs*, 141 Ill. 261, 31 N. E. 414; *Anderson v. Pacific Bank*, 112 Cal. 598, 44 Pac. 1063. Ordinarily, when money is deposited, the bank may use it as its own. It merely promises to pay over a similar amount when the special purpose is accomplished. *Hill v. Smith*, 12 M. & W. 618. In the absence of special circumstances to show that the fund is to be kept intact, the deposit creates only a debt. *Mulford v. People*, 139 Ill. 586, 28 N. E. 1096. Thus a deposit to be paid to a third party may be withdrawn before the beneficiary accepts. *Brockmeyer v. Washington National Bank*, 40 Kan. 376, 19 Pac. 855; *First National Bank v. Higbee*, 109 Pa. St. 130.

BILLS OF PEACE — APPLICABILITY TO NEGLIGENCE CASES. — An explosion in the complainant's mine killed 110 workmen, whose administrators, the defendants, sued the complainant at law under the Employers' Liability Act. The complainant's bill asked to have these suits enjoined, and its liability determined in equity, and damages assessed in equity if it should be found liable. *Held*, that the case is not within equity jurisdiction. *Southern Steel Co. v. Hopkins*, 57 So. 11 (Ala.).

Pomeroy's rule that the mere presence of a single issue in many suits against the same person is a basis of equitable interposition has been much disputed. See 1 POMEROY, EQUITY JURISPRUDENCE, 3 ed., § 264, note (b). It receives its severest test when applied to enjoining several suits for injuries caused by a single act of the complainant, for courts hesitate to deny jury trials in such cases. If the complainant presents to the equity court an issue of contributory negligence, or of damages, with each defendant, so that no simplification would result from a single trial, Pomeroy's rule does not apply; but where a single issue is presented, by the complainant's alleging absence of negligence on his part, jurisdiction should be taken. See 1 POMEROY, EQUITY JURISPRUDENCE, 3 ed., § 251½. But courts failing to appreciate this distinction have rejected Pomeroy's rule altogether. *Tribette v. Illinois Central R. Co.*, 70 Miss. 182, 12 So. 32; *Ducktown Sulphur, Copper, & Iron Co. v. Fain*, 109 Tenn. 56, 70 S. W. 813; *Vandalia Coal Co. v. Lawson*, 43 Ind. App. 226, 87 N. E. 47. It is to be regretted that the Alabama court, in overruling a former decision based on Pomeroy's rule, while now recognizing that the case was not within the rule, nevertheless repudiates the rule. Only one opinion adopts Pomeroy's rule in a negligence case. *Whillock v. Yazoo & Mississippi Valley R. Co.*, 91 Miss. 779, 45 So. 861 (tacitly overruling *Tribette v. Illinois Central R. Co.*, *supra*).

BOUNDARIES — PAROL AGREEMENT TO ESTABLISH BOUNDARY. — The owner of a lot conveyed a part of it to the defendants by a deed in which the boundaries were described by courses and distances. The vendor pointed out the boundary to the purchaser and the latter erected a house along the line indicated. The plaintiff by mesne conveyances acquired the adjoining portion of the lot and discovered that the established line did not correspond with the deed. The plaintiffs and each of their predecessors had been shown the land prior to their respective purchases. *Held*, that the boundary established by the parol agreement should govern. *Price v. De Reyes*, 119 Pac. 893 (Cal.).

A parol agreement between adjoining landowners as to the location of a disputed boundary, followed by acquiescence in possession according to the agreement, is binding. *Steidl v. Link*, 246 Ill. 345, 92 N. E. 874; *Tritt v. Hoover*, 116 Mich. 4, 74 N. W. 177. If the description in the deed is ambiguous, such an agreement is not within the Statute of Frauds, as it involves no transfer